

GH

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

**FILED**

JAN 15 2010  
Jan 15 2010  
MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

**INTERNATIONAL GOLDEN FOODS, INC.,  
an Illinois corporation,**

**Plaintiff,**

**v.**

**HYSON USA, INC.,  
an Illinois corporation,**

**Defendants**

**CIVIL ACTION NO. 09-6999**

**Judge Wayne Andersen**

**Magistrate Judge Cole**

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR  
SANCTIONS, CONTEMPT AND FOR OTHER RELIEF PURSUANT TO  
HYSON'S VIOLATIONS OF THE AGREED ORDER OF NOVEMBER 25, 2009**

NOW COMES International Golden Foods, Inc., by and through its attorneys, and by and through this motion, requests this Court issue an order finding Hyson USA in contempt of this Court, and in immediate contempt of the order issued by this Court on November 25, 2009. On that date, an order was issued finding that Hyson USA, Inc had violated the rights of International Golden Foods, Inc. (Golden Foods) and that in support of that order the following had been stated:

1. International Golden Foods Inc., ("Golden Foods" or "Plaintiff"), is an Illinois corporation having a business address of 819 Industrial Drive, Bensenville, IL 60106.
2. Hyson USA, Inc., ("Hyson" or "Defendant"), is an Illinois corporation having a business address of 612 Supreme Drive, Bensenville, IL 60106.
3. Golden Foods is the registered owner of the trademark registration number 3,260,258,

which registration issued on July 10, 2007 for the trademark NAR® for fruit juices, including pomegranate juice, in International Class 32 (Prior US Classes 45, 46, and 48), which mark has been used exclusively and continuously by Golden Foods for the marketing and sale of its superior pomegranate juice. (A copy of the registration is attached as Exhibit A to this motion.)<sup>1</sup>

3. On information and belief<sup>2</sup>, Hyson has been marketing a fruit juice product that is packaged in bottles bearing the exactly identical mark of NAR which is the property of Golden Foods, and which packaging further identifies the origin of the pomegranate juice contained therein as being from "International Golden Foods, 819 Industrial Drive, Bensenville, IL 60106". In fact, the labels, packaging and information contained therein are identical to what would be on a Golden Foods label, except that the product originates from Hyson, which is nowhere on the product identified as the source of the goods.
4. On or about October 27, 2009, agents and employees of Golden Foods found many bottles of the counterfeit pomegranate that originated with Hyson USA Inc., on shelves of many retail outlets (Exhibit D), which outlets and sales locations, upon confirmation, will

---

<sup>1</sup> Golden Foods has never granted any entity authority to make a label in the colors other than a golden/yellow background, nor has Golden Foods ever granted any license to any entity to import or sell its NAR® Pomegranate Juice in the Chicago area, or in the Midwest generally. And, Golden Foods has never licensed the use of the GOLDEN® mark to any other entity to select, make, import, use or sell products under it in the US for juices. (Declaration of Mansour Amiran attached hereto, Exhibit C.)

<sup>2</sup> This has been confirmed, in accordance with the attached Exhibit D of pictures and receipts, which are pictures taken after December 25, 2009, and into January 11, 12, 13, 14, 2010, of Hyson NAR® Pomegranate Juice on sale in the Chicago Area. Also, Hyson attached a list to their one and only report of the sales in the Chicago area, which purports to be complete in accordance with the requirements of the November 25, 2009 Agreed Order (Exhibit B).

be identified by proper name and address as such are available. At present, none are known to be in active concert with Hyson, though Hyson was required to provide that information pursuant to the order issued by this Court November 25, 2009, and has not done so.

5. Bottles bearing the trademark "Nar", which was not made nor imported by, nor packaged by, nor sold by Golden Foods were purchased at locations in the Chicago area, and further, on information and belief, bottles of the counterfeit Nar juice is available in locations as distant as New York and New Jersey<sup>3</sup>.
6. A comparison of the bottles indicates further that the counterfeit "Nar" pomegranate juice has labeling that includes Golden Foods' UPC label code, and that the labeling bears no indication that the pomegranate juice actually originated with any entity than Golden Foods. This is blatant infringement by the means of copying the mark, label and corporate identity of Golden Foods.
7. The counterfeit bottles of Nar juice further state that the juice contained therein originates from Azerbaijan, whereas the original and legitimate NAR® pomegranate juice sold by Golden Foods originates from Turkey (or the US).
8. The type design, type face, label design, label contents, and overall trade dress are so similar that the counterfeit packaging for the counterfeit juice product sold by the

---

<sup>3</sup>The counterfeit NAR® Pomegranate Juice sold to stores in Chicago has meant these stores do not also then purchase the same product, which bears the same trademark and identifiers, from Golden Foods, resulting in many lost sales. And, the quality of the counterfeit juice is poor, resulting in complaints regarding poor quality of all of Golden Foods NAR® Pomegranate Juice, extending possibly to the entire Golden Foods Product line (a portion of which is attached as a catalog of Golden Foods products, attached as an Exhibit F.)

- defendant under its "Nar" trade name, as to be called a slavish copy of the legitimate, and superior quality juice marketed and sold by Golden Foods under its NAR® trademark.
9. Golden Foods is known throughout the industry as a distributor, seller, packager and marketer of superior food products. Golden Foods has a well earned reputation for quality that it has developed since starting in the business in July, 1986.
  10. Golden Foods reputation for high quality food product began with its famous GOLDEN® rices, including its GOLDEN RICE™, along with its other products including its famous CRISPA® pastas, its OLIVE TREE® oils, and its extensive line of GOLDEN® vegetables, pickles, olives and related foods.
  11. The sale of the counterfeit pomegranate juice has placed Golden Foods in great jeopardy, as it has also placed the purchasing public in jeopardy, as the product contained therein has not been supervised as to origin, quality or content, nor has the safety of the packaging process itself been supervised by the trademark holder, Golden Foods.
  12. A trademark is the identifier that tells the purchasing public that a given product originates with the trademark holder and is a certification of the quality of the product offered for sale under the trademark. The purchasing public can have no assurance that Golden Foods has supervised the packaging or source of the pomegranate sold by Hyson USA, Inc., under the stolen trademark "Nar", nor can the public be assured that the contents of the counterfeit packaging even contains pomegranate juice at all, or that the contents might be flavored water rather than the real pomegranate juice that Golden Foods sells under its famous NAR® trademark.
  13. Hyson USA, Inc., has also included the web address of Golden Foods, being

"goldenfood.com" as a part of the labeling. Golden Foods has never allowed, licensed or permitted any business entity or individual or corporation to use its web address at any time in the past ten (10) years, since it first established its web address. (See photos of the genuine NAR® Pomegranate Juice and the counterfeit Hyson NAR® Pomegranate Juice, Exhibit G)

14. The slavish and blatant copying of the trademark and trade dress of the Golden Foods trademark, indicia of origin, indicia of contents, quality statements, business name, corporate name and web address are the most outrageous form of trademark, trade dress and theft of intellectual property.
15. Golden Foods has invested hundreds of thousands of dollars in marketing efforts related to its NAR® pomegranate juice, and has commensurate annual sales of their NAR® Pomegranate juice. Pomegranate juice is known in the food industry as being rich in antioxidants and other beneficial nutrients. The very best quality pomegranate juice appears dense when observed against the light, whereas the counterfeit juice sold and distributed by Hyson USA is clear and more watery in appearance than the very best pomegranate juice. Hyson even notes that its juice has a "brick value" of about 10, which is about half the brick value of Golden Foods NAR® Pomegranate Juice.<sup>4</sup>

---

<sup>4</sup> A "brick" is the measurement of the density of certain fruit juices. Juices that appear "clear", actually have suspended in a colloidal sort of fashion, matter that is chock full of the flavor "bits," yet not pulp, which gives the juice apparent 'density' when shown to the light. Pure, fresh squeezed pomegranate juice has, on average, a brick value of about 20, ranging from about 18 to about 22. Golden Foods NAR® Pomegranate Juice has a brick value of 18, meaning it is a juice that is the most expensive to produce, and also more flavorful, contains more real pomegranate material and is more stable in terms of taste, consistency and for maintaining flavor once opened by the consumer. The Hyson counterfeit NAR® Pomegranate Juice has a brick value of about 10.

**SINCE THE INJUNCTION, HYSON USA, INC., HAS DONE NOTHING TO COMPLY**

Not only did Hyson do nothing, Hyson has not even attempted to remove the offending goods from the local stores where they were displayed, and upon investigation, none of the product has been recalled. Attached is an affidavit of the President of Golden Foods (Exhibit C) and a salesman for Golden Foods (Exhibit D) showing that Hyson has done exactly and precisely nothing to comply, but much to increase their violations of the valuable trademark rights of Golden Foods.

When responding to the requirements of the Agreed Order, Hyson has, according to its report to the Court (Exhibit B), provided no location for its warehouse in Rosemont, no purchase orders, no invoices, no delivery documents, no contracts, no shipping manifests, no store identifiers with names, addresses, dates of orders, amounts of orders, no advertisements, no identification of the import company in the report, no identification of the bottler, no identification of the source of labels, no copy of the letter required to be sent, no identification of the dates of contact with the stores, no record of calls made to stores, and so on. And on. And empty, vacant, non-compliant, on and on again.

Even the numbers of cartons accepted by Hyson, admittedly sold by Hyson and in the warehouse, do not add up, except they are in excess of the admitted numbers of cartons purchased by Hyson.

There are no weekly updates that have been delivered to the Plaintiff. None. Not a one. Nor has Hyson's counsel called, emailed or otherwise attempted to contact the undersigned

counsel regarding the reporting requirements of the Agreed Order<sup>5</sup>. See also Exhibit E.)

Both the Plaintiff and the Defendant are in identical channels of trade. Both are selling pomegranate juice under the same trademark term. Yet there is nothing whatsoever that would allow Hyson USA, Inc., to use the NAR® registered mark under the Golden Foods '258 registration. In short, this blatant copying is stunningly akin to the infamous copied Rolex watch cases, or other counterfeiting cases where infamy has attached, if not a few roll-overs by friendly copycat watch destroying, earth flattening machines. All lightness aside, this is counterfeit food, which places the burden of insuring the healthfulness and safety of the product on the shoulders of Golden Foods, while Hyson merrily distributes it without any concern to the harm done to Golden Foods or the burden this product places upon Golden Foods as a guarantor of its quality in the minds of the purchasing public.

In this instance, Hyson USA, Inc., was made aware that they were in violation of the rights of Golden Foods. They knew this because they were told. They knew this because they entered into an agreed order on November 25. They knew this because they were hunted down and served at their businesses. In certain circumstances, they were served twice.

They knew that there were no rights that they could claim to the use of the Golden Foods trademark NAR® or the accompanying trade dress. But, rather than stop their infringing ways, they actually increased their infringement.

Please note the Declarations of Ricardo Robledo and Mansour Amiran (Exhibits D & C, respectively), attached for dates and times, and notice that the sales receipts ( Exhibits H & I),

---

<sup>5</sup>A copy of the undersigned counsel's email log shows no contact from Hyson's counsel in the past 6 weeks (Exhibit E).

show that more than a month *after* the injunction order was entered, Hyson is doing nothing to remove the counterfeit juice and is actually selling more counterfeit NAR® POMEGRANATE Juice. How much more damage does this Court wish Golden Foods to endure? How much more time is Hyson to be allowed to destroy the good name of Golden Foods?

Hyson entered into a form of contract with the Court, and the Plaintiff when they agreed to the November 25, 2009 order. They have abrogated their duties under that contract and have defied the very order they agreed to obey. Their breach renders Hyson contemnors of this Court's November order. And, it renders Hyson in a position where they can have no right, whatsoever, to sell the NAR® Pomegranate Juice that they are peddling with all information indicating the source of the counterfeit juice is from Golden Foods. Their actions, and each bottle of counterfeit juice sold, is a bottle by bottle onslaught against the good name and reputation of Golden Foods.

As Iago said in *Othello*,

"Good name in man and woman, dear my lord,  
Is the immediate jewel of their souls.  
Who steals my purse steals trash; 'tis something, nothing;  
'Twas mine, 'tis his, and has been slave to thousands;  
But he that filches from me my good name  
Robs me of that which not enriches him,  
And makes me poor indeed." *Othello Act 3, scene 3, 155-161*

Hyson's blatant and ongoing infringement of Golden Foods rights is making the reputation of Golden Foods poor indeed, particularly if the measure of that reputation is measured by the poor quality of the counterfeit NAR® Pomegranate Juice. The purchasing public has absolutely no available means to discern the Hyson counterfeit NAR® Pomegranate Juice is a counterfeit. The public would reasonably believe originates from Golden Foods



because it is only Golden Foods information on the label. This is trashing Golden Foods good name. And that good name is not "nothing" for a good reputation to a food purveyor is the very lifeblood of business.

Hyson has stated in screaming actions of flouting of the clear order of this Court, that it has, no intention of stopping its malevolent ways. Hyson, if any recall letters were sent at all, and this cannot be known for there are no such letters in the report to the Court, has also not accepted any returns from merchants. Their representatives have obviously done nothing to get the counterfeit juice off of store shelves.

Counterfeit foods, are dangerous and selling them under another's name is nothing but pure evil. If an injury ensues, it would be purely and legally criminal, as Chicago found out during the months long killing spree at the hand of the Tylenol murderer. And yet, the counterfeit juice remains on store shelves, with new and amended labels

Enough is enough. No more time can be allotted Hyson, nor can Hyson be trusted to do what this Court orders. Huge fines, both for contempt of this Court and for contempt for rights of purchasers to have food certified by the trademark holder as being pure, genuine and healthful are needed immediately. Not tomorrow, not next week. Now. Today. There is no need for any further proceeding. The facts are clear. The bottles with the reddish label from Hyson, containing a watery liquid that is purportedly pomegranate juice, is harming Golden Foods. That harm is serious, ongoing and unrelenting due to Hyson's failure to comply with the agreed order.

**HYSON'S AGREEMENT TO THE NOVEMBER ORDER  
IS TANTAMOUNT TO A CONTRACT TO  
STOP THE INFRINGEMENT OF  
GOLDEN FOODS VALUABLE NAR® TRADEMARK**

Hyson agreed to the order that this Court entered on November 25, 2009. They also clearly know that there are trademark issues that pertain to the counterfeit NAR® Pomegranate Juice they are selling and distributing, based upon conversations related to Golden Foods Sales Manager for Chicago and President. [See Declaration of Mansour Amiran and Ricardo Robledo, Exhibits C & D.]

By agreeing to the terms of the order, Hyson cannot say it was surprised by or that it objected to its content. They cannot say that they had no notice of the provisions, for it was the very provisions of the order that they agreed to through their agent and attorney. The order became a contract, exactly as if the contract had been an agreement as to the requirements Hyson were to complete in order to resolve the issues of trademark infringement.

An order requiring a party to cease use of an infringing mark is akin to a contract to cease use of an infringing trademark. [See: *Interactive Products Corporation, v. A2Z Mobile Office Solutions, Inc.*, 326 F3d 687 (6<sup>th</sup> Cir, 2002).]

**HYSON'S ACTIONS IMPOSES ALL POTENTIAL  
PRODUCT LIABILITY WITH GOLDEN FOODS  
WHILE THE HYSON, THE UNIDENTIFIED DISTRIBUTOR OF THE  
COUNTERFEIT DRINK PRODUCT KEEPS ALL PROFIT  
FROM THEIR HEINOUS ACTS**

The injunctive portions of the order were to ensure that the damage to Golden Foods by the blatant and ongoing infringement, the intentional taking of the rights of Golden Foods to its valuable trademark and damage to the reputation of Golden Foods would be minimized. But, rather than limit the damages to Golden Foods, Hyson has acted with impunity to further damage Golden Foods by selling a product that has no factual, actual origin with Golden Foods. And the very product, is put into commerce with an unsuspecting public having no way to know that the

product did not originate with Golden Foods. Hyson didn't identify itself as the origin of the sub-standard NAR® Pomegranate Juice. It has left all of the counterfeit product on store shelves with the public unaware as to the real source of the counterfeit, substandard food, namely Hyson's NAR® Pomegranate Juice, making Golden Foods as the only known source of it for the public.

A trademark is designed to give a limited monopoly to the mark holder, so that the trademark owner holds all rights to sell and distribute products under that registered mark. With those rights come obligations. And, the reputation of the mark holder is inextricably tied to the quality and safety of the product bearing a given trademark when the product is sold to the public. Food products in particular carry the added responsibility that every food product sold will also meet quality standards, be safe, and are certified by the mark holder to originate from sources the mark holder knows will provide a safe food product that can be consumed by the public without fear of harm of any degree. Food products, like drug products present special obligations to protect the public from harm. And a company that is known for their high quality food products can be severely damaged by the palming off of counterfeit juice as Hyson has done with the Hyson counterfeit NAR® Pomegranate Juice.

Everyone knew that Johnson & Johnson would never have put cyanide into Tylenol capsules, yet that situation where counterfeit by taint (and clearly inferior quality, as in deadly), pain medicine caused the stock of Johnson & Johnson to plummet while people avoided all capsules from that company for years as a result of the Tylenol murders in Chicago. Johnson & Johnson, the trademark owner of Tylenol, was viewed in the mind of the public to be responsible for the tainted medicine because Johnson & Johnson's trademark was on the packaging, not the

identity of the real source of the deadly over-the-counter pain reliever. Such is the power of a trademark.

Golden Foods trademark rights means that liability for the product defects as well as credit for its success or excellence are identified in that trademark. Golden Foods is the only identified entity on the packaging of the counterfeit NAR® Pomegranate Juice. That is the essence of a trademark holder's right and obligations. The statutory monopoly regarding a given trademark, granted to the trademark holder means that any counterfeit, reproduction, or colorable imitation of a registered mark will first lead to the door of the trademark holder when something is wrong with a product. Such are the rights conferred by the Lanham Act at 15 U.S.C. 1114. And such obligations that also appertain to those rights include, for food merchants, a high duty to protect the public from, for example, counterfeit foods.

Trademark infringement is a tortious act. The Restatement 2d of Torts, Sec. 729, requires that several factors are evaluated when evaluating a possibly infringing mark compared with the mark held by the trademark registrant, or common law owner of a trademark.. These factors include:

*(a) the degree of similarity between the allegedly infringing mark and the registrant or mark owners' mark.*

In this case, the marks at issue are identical, and the information on the label is identical and identifies only Golden Foods, not the real entity that placed the counterfeit NAR® Pomegranate Juice into commerce. Nowhere is Hyson even hinted at as the source of the counterfeit juice, and the only connections between Hyson and the counterfeit NAR® Pomegranate Juice are those revealed by Hyson's representatives.

*(b) the intent of the actor adopting the designation.*

This is easy to evaluate. Hyson has no intention of identifying itself. They have only identified themselves through their sales agents' statements. This means that the only intent that can be inferred from the actions of Hyson in initially selling the counterfeit NAR® Pomegranate Juice, and in continuing to sell the NAR® Pomegranate Juice more than a month after the order was entered by this Court is that Hyson intended to infringe Golden Foods trademark.

*(c.) the relation and manner of use between the good marketed and the goods of the trademark owner.*

In the case at bar, the goods are identical in appearance and purport to be identical in quality of Golden Foods NAR® Pomegranate Juice. But, the counterfeit juice is anything but identical in fact, once the bottle is open. Then, the inferior quality of the juice speaks loudly that the company identified on the label, which is not the infringer, but is Golden Foods.

*(d) the degree of care used by the purchaser.*

There are two types of people that will purchase pomegranate juice, and more particularly, the counterfeit NAR® Pomegranate Juice. They are either customers familiar with Golden Foods reputation for, and history of, marketing only the highest quality of food products who will select pomegranate juice by making sure the label says Golden Foods NAR® Pomegranate Juice. Or, customers who simply want pomegranate juice and unsuspectingly are misled by Hyson into purchase of the counterfeit NAR® Pomegranate Juice. Either group will find that the counterfeit NAR® Pomegranate Juice is grossly inferior to the pomegranate juice that Golden Foods offers under its own NAR® Pomegranate Juice trademark.

Those unfamiliar with, or those familiar with Golden Foods NAR® Pomegranate Juice

will suffer initial confusion, and will find they have been lied to by the false label on the counterfeit NAR® Pomegranate Juice. Either way, the pomegranate juice purchaser will have been a victim of initial interest confusion, as described in *Promatek Industries Ltd., v. Equitrac Corporation* 300 F3d 808 (7<sup>th</sup> Cir. 2002). And, adding injury to insult, the counterfeit NAR® Pomegranate Juice also lists only the top level domain name of Golden Foods, being “www.goldenfood.com” as the only web address where information can be found about the counterfeit NAR® Pomegranate Juice. An additional problem arises. Golden Foods has no information about the counterfeit NAR® Pomegranate Juice, as Hyson has also NOT COMPLIED with any of the provisions of the order of this Court entered Nov. 25, 2009 (*infra*).

Hyson has therefore also added to the damages to Golden Foods through domain name infringement.

Actions speak louder than words. Hyson has intentionally allowed the fake, counterfeit, inferior juice to remain on store shelves. They are in clear contempt of the Court’s November 25, 2009 Agreed Order.

**THERE IS NO DOUBT AS TO SIMILARITY OF THE MARKS,  
BUT IF THERE WERE, THE SIMILARITY MUST BE RESOLVED AGAINST HYSON**

Adding insult to injury, Hyson, has NOT contacted the undersigned counsel for Golden Foods, requesting additional time to comply with the required complete removal of the offending product. Enough is enough.

Hyson, has not performed the required accounting as set forth in the November 25 Agreed Order, nor has it don anything in the marketplace to comply with this Court’s order. And, Hyson has apparently expanded the amount of offending product in local stores. A picture

is worth a thousand words. Look at the pictures of the many places where counterfeit NAR® Pomegranate Juice is on sale in the Chicago area. These are from stores that were carrying the Golden Foods NAR® Pomegranate Juice. But, when offered the counterfeit juice, assured by Hyson's sales staff that it was the same as Golden Foods juice, and that Hyson had full rights to sell it, those stores bought what they thought was the superior, genuine Golden Foods NAR® Pomegranate Juice. The reason is that Hyson's watery, counterfeit juice is sold to stores at more than a dollar less than Golden Foods can offer it to stores. The Golden Foods juice does cost more, and it costs more for a reason.

The genuine Golden Foods NAR® Pomegranate Juice is more expensive because it is genuine, of the highest possible quality, and is guaranteed to be the best available juice for Golden Foods customers. That is the standard of Golden Foods. Quality costs money, not a lot more, but enough to make a difference to store owners in this economy. Why would a store owner pay more if they can get Golden Foods quality at Hyson's prices? Why indeed. The answer is that they don't.

Customers though, when they drink the counterfeit NAR® Pomegranate Juice know immediately that something is wrong. That something will often translate into a false impression that Golden Foods sells inferior products, which is an assault on the hard earned, well deserved good name of Golden Foods. See: Declarations of Mansour Amiran, and Ricardo Robledo, sales manager for Golden Foods in Chicago, Exhibits C & D.

If a picture is worth a thousand words, these photos only increase the actual flagrant disregard of Hyson regarding compliance with the Agreed Order and its compliance with the laws of the US regarding trademark infringement as to the still extant and valuable rights of

Golden Foods in its NAR® Pomegranate Juice.

**HYSON HAS INCREASED ITS VIOLATION OF THE TRADEMARK NAR®**

Hyson has, in fact, increased the damage to Golden Foods by its inaction and its foul deeds, which it has done nothing to correct. This has caused Golden Foods additional damage to its reputation and to its business. It has suffered damages to an amount in excess of \$10,000 per day of contempt of the order issued earlier by this court. Golden Foods believes that such calculation of damages should begin not earlier than December 5, 2009, as it would have been reasonable to have all the product removed from all stores where Hyson had sold the offending NAR® Pomegranate Juice, which means that Hyson be fined an amount not less than \$1,000,000 for its blatant and willful contempt, in addition to any damages found by this Court for Hyson's willful and blatant infringement of Golden Foods valuable trademark rights, and its business reputation.

Rather than comply with the order to stop all sales, recall the product and cease and desist from accepting any product to its facilities for future sale or sale of any product labeled NAR® Pomegranate Juice. But, Hyson, after agreeing to the order and the entry of that agreed order, has actually printed more labels, bottled more juice, and made more sales. It has even expanded its deliveries. Grocers, when contacted by Golden Foods sales people, affirm that no product has been recalled. None. Not a bit, not a bottle. And remember, Golden Foods filed its suit regarding counterfeit pomegranate juice, sold under its own NAR® trademark and with all identifying information leading solely and only back to Golden Foods. Nothing on the Hyson labels indicates that Hyson is the source of the counterfeit pomegranate juice.

And this counterfeit NAR juice is hurting Golden Foods and costing Golden Foods more



and more every day. For, because the Hyson product is inferior, and Hyson is selling it at more than \$1.00 per bottle less than Golden Foods can sell its product for, due to the higher quality source and expense in packaging such a quality product, Golden Foods customers are taking the lower price option and going with the counterfeit juice product.

**IT IS OBVIOUS ONLY TO AN INFRINGER, OR GOLDEN  
FOODS ITSELF, THE REASON THE HYSON  
INFRINGING COUNTERFEIT NAR JUICE IS A COUNTERFEIT**

That obvious reason is in the color of the labels. Everything else about the counterfeit juice appears genuine to the eye. Golden Foods has always used, where possible, a gold or yellow color background in its label design to show the origin of the goods is from the *Golden* company. (See the Golden Foods Catalog, Exhibit F.) That means, where a product will look best when packaged with a gold or yellow color band or as a dominant label color, that is exactly what Golden Foods does. An infringer would not. Golden Foods has never ordered labels that would have as the primary color scheme as red, burgundy, purple, reddish/black or other primarily red color without the gold or yellow. It just would not happen.

Customers of Golden Foods know that when they reach for a GOLDEN® product, they are getting only the best quality. Customers reaching for the counterfeit NAR® Pomegranate Juice believe they are getting a Golden Foods product, because that is what the label says.

After all, it is counterfeit, and Golden Foods has no way to guarantee its quality, even if Golden Foods is the company on the label and the company that is indicated as the source of the goods in the bottles.

Food scares and contamination events have been big news in the past five years. One

need not remember much to recall the pet food frights caused by melamine contamination, gross *e. coli* contamination from inadequate safety standards in beef processing facilities. Peanut butter, fresh spinach in ready-to-serve packs and the list goes on and on. Tomatoes were erroneously labeled as a source of *salmonella* and entire menus in the fast food industry were changed for months. Consumers have, as a result, lost confidence in their food products. [See: *Consumer confidence in food safety plunges in wake of peanut butter contamination, University of Minnesota study finds*, Regents of the University of Minnesota, College of Food, Agricultural and Natural Resources Sciences release, and accompanying Power Point® materials, found at: [http://www1umn.edu/news/news-releases/2009/UR\\_RELEASE\\_M...](http://www1umn.edu/news/news-releases/2009/UR_RELEASE_M...) attached hereto as an Exhibit J along with other articles.]

Companies such as Golden Foods spend much more of their operating money ensuring the food they deliver to the US consumer are safe, healthful and sound. They spend much extra money to be sure the quality of foods that they import are only from the very best sources. This has been done in light of the 63 percent of respondents to a recent study indicating they had changed their shopping behavior because they wanted better value for their money. Almost half have purposely changed shopping behavior to access fresher or higher quality foods. [See: *IBM Study, "Less Than 20% of Consumers Trust Food They Buy is Safe and Healthy, IBM Study Finds"*, [www-03.ibm.com/press/us/en/press\\_release/27817.wss](http://www-03.ibm.com/press/us/en/press_release/27817.wss); June 24, 2009: Exhibit J.]

And, who can forget the issue at the heart of that pet food scare? It wasn't the pet food manufacturers, but a supplier who substituted a counterfeit protein source, melamine, for the real protein that should have been in the food meal preparation.

Again, Hyson is selling, continuing to sell, and making ongoing and repeated sales of

counterfeit juice products, every day since the order which they agreed to was entered. And they are not complying with the terms of the order, nor are they stopping or mitigating the damages that mount every minute the counterfeit juice remains on the shelves.

**THE NAR® TRADEMARK IS FANCIFUL AND  
ENTITLED TO IMMEDIATE PROTECTION**

The trademark NAR® for Pomegranate Juice was selected by Mansour Amiran, and has no associated meaning, nor was the trademark intended to have any meaning when it was selected by Golden Foods. It does not appear to have any readily ascertainable meaning in any of the areas of the world where pomegranates grow. Thus, the mark was selected because it didn't have any readily available association with pomegranates, fruits, juices, liquids or otherwise, in any language familiar to Golden Foods, the holder of the mark. [See: Declaration of Mansour Amiran, Exhibit C.]

A fanciful or arbitrary mark such as NAR® is entitled to great protection as it is a mark that is unique to the mark holder. Such marks can be images, or can be made up words. Such made up words include well known marks such as KODAK®, XEROX® and so on. They also include the trademark NAR®.

The injunctive relief requested in this case, as to the fanciful or arbitrary mark NAR® demands that this Court maintain the injunction. The harm from Hyson's actions cannot be allowed to continue, even if an injunction is to preserve the *status quo* for the simple reason that the present *status quo* is precisely a situation where damages are increased by every day that the counterfeit NAR® Pomegranate Juice is on sale. [See: *Abbott Laboratories v Mead Johnson & Co.*, 971 F 2d 6, (7<sup>th</sup> Cir, 1992); *Kellogg Company v Exxon Corporation*, 209 F3d 562 (6<sup>th</sup> Cir.

2000); *Green River Bottling Company v. Green River Corporation*, 997 F.2d 359 (7<sup>th</sup> Cir 1993).]

The protection afforded to Golden Foods NAR® trademark must be afforded by means of enforcement of the preliminary injunction. All of the factors for evaluating the preliminary injunction demand equitable relief in favor of Golden Foods. [See: *Dataphase Systems, Inc. v. C L Systems, Inc.*, 640 F.2d 109, (8<sup>th</sup> Cir 1981).]

Also, the NAR® mark must be protected because the existence of the registration is *prima facie* evidence of the validity of the registration. [See: Lanham Act, 15 U.S.C. 1057(b)] (Exhibit A) Therefore, in addition to the contract made by Hyson with the Court in agreeing to the Order, the mark alone requires this Court protect it because of the statutory requirements regarding trademark rights enforcement.

**THERE CAN BE NO DOUBT THAT GOLDEN FOODS IS THE  
WRONGED PARTY AND THAT GOLDEN FOODS WILL PREVAIL**

Golden Foods is the sole owner and solely holds the rights to the NAR® Pomegranate Juice trademark. Hyson agreed to an order requiring they cease and desist all sales or offerings for sale of any pomegranate juice under its NAR® trademark. Hyson has not followed the provisions of the order, has not performed the acts required of it under that order and much of the infringing counterfeit NAR® Pomegranate Juice remains on sale.

Q.E.D. Hyson has acted in such a manner as to increase, rather than mitigate its harm to Golden Foods. Therefore, the actions of Hyson must be considered to be willful infringement, entitling Golden Foods treble damages, attorneys fees and related costs for the actions of Hyson.

**BALANCING OF THE HARMS MEANS AN INJUNCTION  
MUST BENEFIT GOLDEN FOODS TO STOP  
ALL SALES OF THIS COUNTERFEIT JUICE IMMEDIATELY**

In looking at the products together, the real and genuine Golden Foods NAR® Pomegranate Juice, and the counterfeit Hyson NAR Pomegranate Juice, it is clear that all equities balance to the side of Golden Foods, the wronged party. Hyson has and continues to intentionally infringe the trademark of Golden Foods. They have added to their initial grievous harm to Golden Foods by amending the labels to include the information regarding quality of Pomegranate Juice, which is expressed in “bricks”, *supra*. Balancing of the harms requires a two step process.

First, the Court must consider the likelihood of Golden Foods success on the merits. There is no question there for Golden Foods is the registered owner of the mark, and has submitted declarations to this Court indicating that Hyson has never received any right to use the Golden Foods NAR® Pomegranate Juice trademark. Second, the Court must look to the actions of Hyson in palming off juice that purports to be originating from Golden Foods, but is from a country where Golden Foods does not now import, and has not ever, imported pomegranate juice from that country. [See, Amiran Declaration, especially Para. 3 and 4, Exhibit C.] These factors weigh exclusively in the favor of Golden Foods. [See: *Helene Curtis Indus., Inc., v. Church & Dwight Co, Inc.*, 560 F 2d 1325 (7<sup>th</sup> Cir. 1977), and its progeny, including, e.g., *Ty Inc., v. The Jones Group, Inc.*, 237 F 3d 891 (7<sup>th</sup> Cir 2001).]

**NO EVIDENTIARY HEARING IS EVEN NECESSARY  
TO FIND GOLDEN FOODS' NAR® TRADEMARK HAS BEEN VIOLATED**

Because of the statutory presumptions pertaining to the valid NAR® Pomegranate Juice trademark, this Court does not even require that there be an evidentiary hearing to enforce the rights of Golden Foods in its trademark. The same is true regarding the issue of contempt of the

November 25, 2009 order because the violations of the rights of Golden Foods and the violation of the order are plain, obvious and simple to see.

The failure of Hyson to file and serve upon Golden Foods counsel all of the documents required to be prepared and served, and the photographs showing the ready availability of the offending counterfeit NAR® Pomegranate Juice product provide all necessary bases for the Court to enforce the Order and enforce the requirements of the Lanham Act pertaining to trademark registrations.

The declaration of Mansour Amiran (Exhibit C), and the pictures and sales receipts for counterfeit NAR® Pomegranate Juice (Exhibits H & I), show that Hyson has acted knowingly and with purpose so as to violate the rights of Golden Foods in its trademark. Hyson had to know that, just by selling the bottles alone wherein no identification showing Hyson is the proper source, and showing that the counterfeit NAR® Pomegranate Juice must have trademark and other rights associated with it. They even rely upon the false statements of their alleged source of the juice, provided as their sole documents regarding the counterfeit NAR® Pomegranate Juice, Exhibit L). Once notified that the sale by Hyson was a breach of Golden Foods rights, Hyson did not act with clean hands and immediately cease sale of the product. To date, they have done nothing to halt their harm to Golden Foods.

Hyson chose to continue violating the rights of Golden Foods. It chose to ignore the provisions of the very order it agreed to follow. It has shown by its own actions that it knew, it actually knew, not just that it "should have known", that Golden Foods rights in the NAR® Pomegranate Juice trademark were violated. Hyson willfully and purposefully has violated the Golden Foods trademark and has even increased its violations of Golden Foods rights by selling

the counterfeit NAR® Pomegranate Juice with new, recently modified labels. (Declaration of Mansour Amiran and photos attached hereto.) [See: *Chanel Inc. v Italian Activewear of Florida*, 931 F2d 1472 (9<sup>th</sup> Circuit 1991); *Amoco Oil v Rainbow Snow*

**SANCTIONS AND REMEDIES FOR INFRINGEMENT AND  
CONTEMPT BY HYSON MUST BE IMMEDIATELY GRANTED  
TO PREVENT FURTHER HARM TO GOLDEN FOODS**

Hyson apparently does not believe that selling counterfeit NAR® Pomegranate Juice is a serious matter. Hyson apparently does not believe that violating the Agreed Order of this Court is a serious matter. The foregoing, along with the Exhibits, shows a deliberate, studied, intentional course of conduct to violate the rights of Golden Foods and to violate the lawful order of this Court.

While an injunction is an appropriate remedy to stop infringement, additional damages are also required to make Golden Foods whole after this months long seige of the trademark rights of Golden Foods to its NAR® Pomegranate Juice trademark. Golden Foods has lost sales, and has endured customers thinking that Golden Foods is the source of the counterfeit NAR® Pomegranate Juice. Golden Foods has endured and suffered losses due to the damage to its overall reputation for quality caused by Hyson's evil deeds, and damage to the reputation of its NAR® Pomegranate Juice trademark.

A severe penalty is demanded. A severe penalty against Hyson, along with actual compliance with the Court's Order is the only remedy that will make Golden Foods injuries less damaging to it. At present, it is not known whether or not the NAR® Pomegranate Juice trademark can be repaired. If it cannot, Golden Foods has lost hundreds of thousands in market

development costs. Those costs for loss of market share, loss of trademark value and loss of goodwill must be compensated. [See: *JCW Investments, Inc., v Novelty, Inc.* 482 F3d 910 (7<sup>th</sup> Cir. 2007); *Zelinski v Columbia, Inc.*, 335 F 3d 633 (7<sup>th</sup> Cir 2003)]

### CONCLUSION

Wherefore, it is respectfully requested that this Court find Hyson in contempt *instante*, as it has blatantly, openly and notoriously acted contrary to the clear provisions of this Court's November 25, 2009 Agreed Order. It is requested that Hyson be fined an amount not less than \$10,000 per day, and not less than \$590,000 for profits estimated and based upon the provisions of 15 U.S.C. 1117(a) and (b), and , to impose and impose an additional fine of \$1 Million for infringement of the Golden Foods NAR® trademark, and again (due to Hyson's contemptuous behavior) immediately and permanently enjoin Hyson USA Inc., from all activity relative to the NAR pomegranate juice, and that the Court require the following additional remedies:

- A. Hyson under the supervision of the Court, and such supervision being approved by Golden Foods, shall immediately and effectively recall at its expense any and all pomegranate juice, or any other fruit juice, that it has sold, distributed, or that is anywhere in the chain of commerce, whether in the US or otherwise, or even on the way to the US and that it be required to destroy such juice, with proof of such destruction being supervised by the Court.
- B. Hyson provide to this Court a list of any and all sources of the NAR® Pomegranate Juice that it is selling or has sold under the mark "Nar", whether in the US or anywhere in commerce, and all sources for bottles, packaging materials, labels and the like.



- C. Hyson be required to destroy at its own expense, and under the supervision of this Court, any and all packaging material, labels, bottles, packages, or the like.
- D. Hyson be required to provide to the Court any and all invoices, sales orders, emails, correspondence, contracts, filings with any regulatory agencies, and the like, with copies given to Golden Foods, for any and all events relating to or touching upon the acquisition of, purchase, sale, distribution, import, export, or any offers for sale of the same, for any and all Nar juices that it has sold, is under contract to sell, or that it contemplates distributing into commerce.
- E. That Hyson USA be required to pay the additional amount of \$1 Million per event, as surety against any complaint that may arise from the sale of or distribution of and resulting consumption of any juice that it has sold or distributed under the Nar trademark or where the packaging identifies International Golden Foods as the source of the product, in the event that a consumer suffer any harm whatsoever from consumption of the juice that it has sold under the Nar trademark and/or trade name.
- F. That Hyson USA Inc., be required to recall from all consumers, and at its sole expense, any and all bottles, containers or packages of juice that it has sold and which have reached the public from sale through any grocery store or other shop, and that it reimburse each and every consumer the full retail price paid for each and every such bottle of Nar Juice sold.
- G. That Hyson USA be required to take out newspaper and broadcast media advertisements that indicate the recall, and that it further indicate in such news

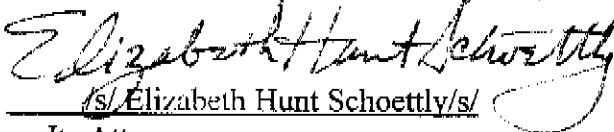
media that it is responsible for the sale of counterfeit food products, and that Golden Foods is the victim of trademark theft, theft of corporate identity, theft of UPC code numbers, theft of web address, and further that Hyson is solely responsible for any and all damages resulting therefrom, including any and all damages resulting from its infringement of Golden Foods trademark and its sale and offer for sale of counterfeit juice product using Golden Foods' trademark NAR® in connection with juice, particularly pomegranate juice.

- H. That Hyson be required to fully reimburse any and all purchasers of the counterfeit Nar juice for all of their costs, including their purchase costs, advertising, promotional expenses, and further that each and every purchaser of the counterfeit Nar juice be given, at Hyson's sole expense, an equal amount of Golden Foods NAR® Pomegranate Juice.

And, Golden Foods prays this Court order such other and further relief as would be just in the circumstances:

Respectfully submitted,

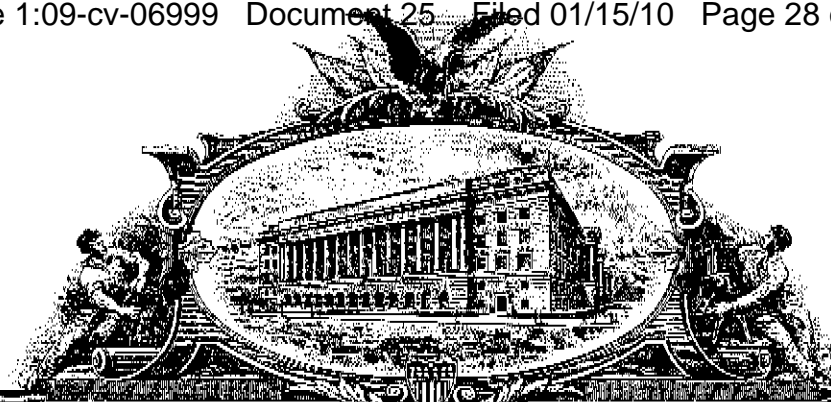
INTERNATIONAL GOLDEN FOODS, INC.

By:   
/s/ Elizabeth Hunt Schoettly/s/  
Its Attorney

Elizabeth Hunt Schoettly, Esq.  
Law Offices of Elizabeth H. Schoettly  
1355 West Estes Ave., Suite L3  
Chicago, IL 60626  
Phone: 773-761-4590  
Email: [jehschoettly@juno.com](mailto:jehschoettly@juno.com)  
IL ARDC No. 3126573

Exh A

7209739



# THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE


United States Patent and Trademark Office

November 03, 2009

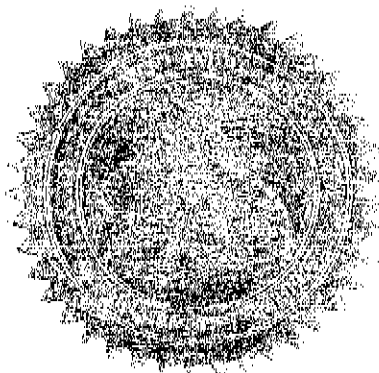
THE ATTACHED U.S. TRADEMARK REGISTRATION 3,260,258 IS  
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY  
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH  
REGISTRATION IS IN FULL FORCE AND EFFECT.

REGISTERED FOR A TERM OF 10 YEARS FROM *July 10, 2007*  
SAID RECORDS SHOW TITLE TO BE IN: *Registrant*

By Authority of the  
Under Secretary of Commerce for Intellectual Property  
and Director of the United States Patent and Trademark Office

  
E. BORNETT

Certifying Officer



Int. Cl.: 32

Prior U.S. Cls.: 45, 46 and 48

**United States Patent and Trademark Office**

**Reg. No. 3,260,258**

Registered July 10, 2007

**TRADEMARK  
PRINCIPAL REGISTER**

**Nar**

INTERNATIONAL GOLDEN FOODS, INC. (ILLI-  
NOIS CORPORATION)  
819 INDUSTRIAL DRIVE  
BENSENVILLE, IL 60106

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

FOR: FRUIT JUICES, IN CLASS 32 (U.S. CLS. 45, 46  
AND 48).

SER. NO. 78-771,565, FILED 12-12-2005.

FIRST USE 2-12-2003; IN COMMERCE 2-12-2003.

CHRISTOPHER BUONGIORNO, EXAMINING AT-  
TORNEY



## United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

### Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Wed Dec 16 04:04:00 EST 2009

[TESS HOME](#) | [NEW USER](#) | [STRUCTURED](#) | [FREE FORM](#) | [BROWSE DICT](#) | [SEARCH OG](#) | [BOTTOM](#) | [HELP](#)

[Logout](#) Please logout when you are done to release system resources allocated for you.

## Record 1 out of 1

[TARR Status](#) | [ASSIGN Status](#) | [TDR](#) | [TTAB Status](#) ( Use the "Back" button of the Internet Browser to return to TESS)

# Nar

<b>Word Mark</b>	NAR
<b>Goods and Services</b>	IC 032. US 045 046 048. G & S: Fruit juices. FIRST USE: 20030212. FIRST USE IN COMMERCE: 20030212
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	78771565
<b>Filing Date</b>	December 12, 2005
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	April 24, 2007
<b>Registration Number</b>	3260258
<b>Registration Date</b>	July 10, 2007
<b>Owner</b>	(REGISTRANT) International Golden Foods, Inc. CORPORATION ILLINOIS 819 Industrial Drive Bensenville ILLINOIS 60106
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

[TESS HOME](#) | [NEW USER](#) | [STRUCTURED](#) | [FREE FORM](#) | [BROWSE DICT](#) | [SEARCH OG](#) | [TOP](#) | [HELP](#)

[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

INTERNATIONAL GOLDEN FOODS, INC.,  
an Illinois corporation,

Plaintiff,

v.

HYSON USA, INC.,  
an Illinois corporation, and  
Businesses/Entities "A" through "F"

Defendant.

Judge Wayne R. Andersen  
Magistrate Judge Jeffrey Cole

**PRELIMINARY REPORT AND RESPONSE  
TO PRELIMINARY INJUNCTION ORDER**

NOW COMES the Defendant, Hyson USA, Inc., by and through its attorneys,  
Sneckenberg, Thompson & Brody, LLP, and for its Preliminary Report in Response to the  
Preliminary Injunction Order, states as follows:

**Response to Paragraph 2 of Order**

2. Consistent with paragraph (1)(A) above, Hyson USA shall immediately remove from sale of display, and recall any and all beverage products, catalogs, advertisements, and any other items or goods bearing NAR, Golden Foods, the infringing marks, the infringing label design, the domain names "goldenfood.com", the Golden Foods UPC label configuration, or any product, item, document, thing, or advertisement, that contains any word, symbol or image that is confusingly similar thereto. Hyson USA and any and any and all persons or entities acting in concert with them, shall also submit to the Court and serve upon Golden Foods counsel within 7 (seven) business days after the entry and service of any injunction, a preliminary written report detailing:
  - a) the number of all products produced, manufactured, made, imported, or distributed by

rec'd fr.  
Wm. Sneckenberg

01-14-2010

@ 8:50 AM

J. And. Rm. - Dirksen

Bldg.

CIVIL ACTION NO. 09CV6999

or for Hyson USA and any and all persons or entities acting in concert with them, or under their control, bearing the NAR mark, the Golden Foods Nar label design, any label confusingly similar to the Golden Foods NAR label, the Golden Foods UPC code, the "goldenfood.com" domain name, or any material including any word or words confusingly similar to the marks above;

**RESPONSE:** On October 23, 2009, Hyson U.S.A. received 2,496 cases of beverage supplied under the name "NAR pomegranate juice" or "Melograna" on consignment from East-West Trading based in St. Petersburg, Russia. Since some bottles of each beverage were mixed within some of the cases Hyson USA cannot say with certainty at this time the total number of bottle of "Nar pomegranate juice" it received and which has been distributed.

b) the number of such products removed and/or recalled;

**RESPONSE:** A letter was sent on November 25, 2009 to forty-four (44) customers who were supplied the beverages received on October 23, 2009. Attached is a list of the customers who were sent the beverages and the number of cases supplied to each customer.

c) the number of such products received in response to the removal and recall;

**RESPONSE:** No products have been received to date as a result of the recall. However, Hyson USA is holding presently 857 cases of the beverages at the Hyson USA warehouse in Rosemont, Illinois until further order of the court.

(d) the amount of such products in inventory;

**RESPONSE:** See the answer to 2(b) and (c).

(e) all documentation and information regarding Hyson's acquisition and/or purchase of any and all product, whether under the NAR trademark, the GOLDEN or the GOLDEN FOODS trademarks, or the corporate identity of International Golden Foods, including



any product that contains, or displays domain names "www.goldenfood.com", and,

**RESPONSE:** All the documentation Hyson USA has presently concerning the acquisition of the beverages has been already given to Counsel for the Plaintiff.

(f) the physical location of all such products, separately identifying each product in each request (a) through (e) by product designation or product number, and shall update this report on a weekly basis;

**RESPONSE:** See the answer to 2(b) and (c).

Respectfully Submitted,

s/William J. Sneckenberg  
William J. Sneckenberg  
Attorney for the Defendant

William J. Sneckenberg  
SNECKENBERG, THOMPSON & BRODY, LLP  
161 North Clark Street  
Suite 3575  
Chicago, IL 60601  
Phone No. (312) 782-9320  
Atty. No. 26052

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on December 2, 2009, he caused the foregoing Preliminary Report and Response to Preliminary Injunction Order to be filed electronically through the CM/ECF system which caused Notice to be served upon all parties of record.

s/ William J. Sneckenberg

Hyson USA Inc.			
Ship SO #6463	V	-38	Michael's Fresh Market
Ship SO #6461	V	-108	Carmak #10 Aurora
Ship SO #6478		-1	Spartak
Ship SO #6477	LT	-1	Holland
Ship SO #6493	<del>Mark</del>	-10	GF #08 Mundelein
Ship SO #6544	<del>Kat</del>	-1	Lessek
Ship SO #6586	<del>KM</del>	-10	GF #02 WH
Ship SO #6547	<del>DZ</del>	-1	Peth's Food & Liquors
Ship SO #6553	<del>RZ</del>	-1	Carmak #01
Ship SO #6580	<del>KM</del>	-100	Market Place on Calton
Ship SO #6517	<del>KM</del>	-10	Joe Caputo #1
Ship SO #6586	V	-18	Harvest Fresh
Ship SO #6577	LT	-20	Jerry's Fruit
Ship SO #6584	V	-10	Villa Park
Ship SO #6585	V	-18	Berkley Finer Foods
Ship SO #6651	V	-108	Joe Caputo #3
Ship SO #6652	V	-18	Joseph's Market Place
Ship SO #6657	V	-108	Vall Produce #3
Ship SO #6645	<del>Kat</del>	-1	Ann's Bakery
Ship SO #6675	<del>Mark</del>	-15	GF #07 RL
Ship SO #6708	V	-18	Produce World #2
Ship SO #6714	<del>KM</del>	-18	A&G International Market
Ship SO #6743	V	-108	Village Market Place #1
Ship SO #6740	V	-108	Fresh Farms #3
Ship SO #6766	<del>KZ</del>	-1	La Rosetta #2
Ship SO #6767	<del>KM</del>	-18	Lewis Fresh Market
Ship SO #6774	<del>KM</del>	-18	Woodmont's #37
Ship SO #6788	<del>KM</del>	-1	Russian Food & Gifts
Ship SO #6780	V	-40	Surprise Market #1
Ship SO #6781	V	-80	Surprise Market #2
Ship SO #6821	FD	-1	Duke's Eatery
Ship SO #6827	V	-10	88th Produce
Ship SO #6830	V	-240	Brookhaven #2
Ship SO #6829	V	-240	Brookhaven #1
Ship SO #6832	V	-120	Brookhaven #3
Ship SO #6833	<del>KM</del>	-25	GF #02 WH
Ship SO #6867	<del>Mark</del>	-6	Gilmart
Ship SO #6868	<del>Mark</del>	-1	Bobak's
Ship SO #6878	<del>KM</del>	-20	Ted Fruit Market
Ship SO #6904	<del>KM</del>	-1	Golf Mill Pharmacy
Ship SO #6905	<del>KM</del>	-20	Produce World #1
Ship SO #6922	V	-10	Elgin Fruit Market #2
Ship SO #6920	V	-20	Elgin Fruit Market #1
Ship SO #6910	V	-20	Vall Produce #2
Ship SO #6945		-4	Seaside

Nat.  
Nat.Kat.  
Nat.Nat.  
Nat.

44

 $\Sigma 1,738cs$

Exh. B

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

INTERNATIONAL GOLDEN FOODS, INC.,  
an Illinois corporation,

Plaintiff,

v.

HYSON USA, INC.,  
an Illinois corporation, and  
Businesses/Entities "A" through "F"

Defendant.

Judge Wayne R. Andersen  
Magistrate Judge Jeffrey Cole

**PRELIMINARY REPORT AND RESPONSE  
TO PRELIMINARY INJUNCTION ORDER**

NOW COMES the Defendant, Hyson USA, Inc., by and through its attorneys,  
Sneckenberg, Thompson & Brody, LLP, and for its Preliminary Report in Response to the  
Preliminary Injunction Order, states as follows:

**Response to Paragraph 2 of Order**

2. Consistent with paragraph (1)(A) above, Hyson USA shall immediately remove from sale of display, and recall any and all beverage products, catalogs, advertisements, and any other items or goods bearing NAR, Golden Foods, the infringing marks, the infringing label design, the domain names "goldenfood.com", the Golden Foods UPC label configuration, or any product, item, document, thing, or advertisement, that contains any word, symbol or image that is confusingly similar thereto. Hyson USA and any and any and all persons or entities acting in concert with them, shall also submit to the Court and serve upon Golden Foods counsel within 7 (seven) business days after the entry and service of any injunction, a preliminary written report detailing:
  - a) the number of all products produced, manufactured, made, imported, or distributed by

rec'd fr.  
Wm. Sneckenberg

01-14-2010

@ 8:50 AM

J. And. Rm. - Dirksen

Bldg.

CIVIL ACTION NO. 09CV6999

or for Hyson USA and any and all persons or entities acting in concert with them, or under their control, bearing the NAR mark, the Golden Foods Nar label design, any label confusingly similar to the Golden Foods NAR label, the Golden Foods UPC code, the "goldenfood.com" domain name, or any material including any word or words confusingly similar to the marks above;

**RESPONSE:** On October 23, 2009, Hyson U.S.A. received 2,496 cases of beverage supplied under the name "NAR pomegranate juice" or "Melograna" on consignment from East-West Trading based in St. Petersburg, Russia. Since some bottles of each beverage were mixed within some of the cases Hyson USA cannot say with certainty at this time the total number of bottle of "Nar pomegranate juice" it received and which has been distributed.

b) the number of such products removed and/or recalled;

**RESPONSE:** A letter was sent on November 25, 2009 to forty-four (44) customers who were supplied the beverages received on October 23, 2009. Attached is a list of the customers who were sent the beverages and the number of cases supplied to each customer.

c) the number of such products received in response to the removal and recall;

**RESPONSE:** No products have been received to date as a result of the recall. However, Hyson USA is holding presently 857 cases of the beverages at the Hyson USA warehouse in Rosemont, Illinois until further order of the court.

(d) the amount of such products in inventory;

**RESPONSE:** See the answer to 2(b) and (c).

(e) all documentation and information regarding Hyson's acquisition and/or purchase of any and all product, whether under the NAR trademark, the GOLDEN or the GOLDEN FOODS trademarks, or the corporate identity of International Golden Foods, including

any product that contains, or displays domain names "www.goldenfood.com", and,

**RESPONSE:** All the documentation Hyson USA has presently concerning the acquisition of the beverages has been already given to Counsel for the Plaintiff.

(f) the physical location of all such products, separately identifying each product in each request (a) through (e) by product designation or product number, and shall update this report on a weekly basis;

**RESPONSE:** See the answer to 2(b) and (c).

Respectfully Submitted,

s/William J. Sneckenberg  
William J. Sneckenberg  
Attorney for the Defendant

William J. Sneckenberg  
SNECKENBERG, THOMPSON & BRODY, LLP  
161 North Clark Street  
Suite 3575  
Chicago, IL 60601  
Phone No. (312) 782-9320  
Atty. No. 26052

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on December 2, 2009, he caused the foregoing Preliminary Report and Response to Preliminary Injunction Order to be filed electronically through the CM/ECF system which caused Notice to be served upon all parties of record.

s/ William J. Sneckenberg

Hyson USA Inc.		
Ship SO #6483	VI	-38 Michael's Fresh Market
Ship SO #6481	VI	-108 Carmak #10 Aurora
Ship SO #6478		-1 Spartak
Ship SO #6477	LT	-1 Hatland
Ship SO #6483	<del>Mark</del>	10 GF #08 Mundstein
Ship SO #6544	Kat	-1 Laseak
Ship SO #6538	KM	-10 GF #02 WH
Ship SO #6547	DZ	-1 Rich's Food & Liquors
Ship SO #6553	RE	-1 Carmak #01
Ship SO #6580	KM	-100 Market Place on Oulton
Ship SO #6617	KM	-10 Joe Caputo #1
Ship SO #6668	VI	-18 Harvest Fresh
Ship SO #6677	LT	-20 Jerry's Fruit
Ship SO #6684	VI	-10 Villa Park
Ship SO #6685	VI	-18 Berkeley Finer Foods
Ship SO #6681	VI	-108 Joe Caputo #3
Ship SO #6682	VI	-18 Joseph's Market Place
Ship SO #6687	VI	-108 Vall Produce #3
Ship SO #6645	Kat	-1 Ann's Bakery
Ship SO #6675	<del>Mark</del>	15 GF #07 RL
Ship SO #6708	VI	-18 Produce World #2
Ship SO #6714	KM	-18 A&G International Market
Ship SO #6743	VI	-108 Village Market Place #1
Ship SO #6740	VI	-108 Fresh Farms #3
Ship SO #6786	KR	-1 La Rosetta #2
Ship SO #6787	KM	-18 Lewis Fresh Market
Ship SO #6774	KM	-18 Woodman's #37
Ship SO #6788	KM	-1 Russian Food & Gifts
Ship SO #6780	VI	-40 Sunrise Market #1
Ship SO #6781	VI	-80 Sunrise Market #2
Ship SO #6821	FD	-1 Duke's Eatery
Ship SO #6827	VI	-10 85th Produce
Ship SO #6830	VI	-240 Brookhaven #2
Ship SO #6829	VI	-240 Brookhaven #1
Ship SO #6832	VI	-120 Brookhaven #3
Ship SO #6833	KM	-25 GF #02 WH
Ship SO #6867	<del>Mark</del>	-5 Gilmart
Ship SO #6868	<del>Mark</del>	-1 Bobak's
Ship SO #6876	KM	-20 Ted Fruit Market
Ship SO #6904	KM	-1 Golf Mill Pharmacy
Ship SO #6905	KM	-20 Produce World #1
Ship SO #6922	VI	-10 Elgin Fruit Market #2
Ship SO #6920	VI	-20 Elgin Fruit Market #1
Ship SO #6910	VI	-20 Vall Produce #2
Ship SO #6945		-1 Sandoz

Nat.  
Nat.Kat  
Nat.Nat.  
Nat.

44

 $\Sigma 1,738cs$

Eyh C.



DECLARATION OF MANSOUR AMIRAN

Mansour Amiran, under penalty of perjury of the laws of the United States, states: That he is President of International Golden Foods, Inc., an Illinois corporation, and that he has read, is familiar with, and has personal knowledge of the contents of the foregoing Motion for Default, Contempt and Sanctions, and that to the best of his knowledge, information and belief the allegations contained therein are true and correct.

In addition, the undersigned further declares that;

1. He is President of International Golden Foods and has held that position since the inception of the company.
2. That he selected and approved the trademark NAR® for use on Pomegranate Juice, and further states that the mark is fanciful and has no known linguistic or other meaning other than its association with the NAR® Pomegranate Juice.
3. That he has never used any source for Pomegranate Juice other than those that are associated with and indicated by the country of origin statements on the GOLDEN® NAR® Pomegranate Juice.
4. That Golden Foods has never obtained pomegranate juice from any company, outlet, source or other entity in Azerbaijan.
5. That Golden Foods has never given rights to sell NAR® Pomegranate Juice to any company, corporation, individuals or entities other than the stores and distributorships to which they ship the genuine Golden Foods NAR® Pomegranate Juice.
6. That Golden Foods has always used a label with a golden yellow color dominance in connection with the genuine NAR® Pomegranate Juice.
7. That the counterfeit NAR® Pomegranate Juice sold by Hyson has decimated the sales of

the real, original and genuine Golden Foods NAR® Pomegranate Juice in the Chicago area, which as substantially affected the sales of Golden Foods products.

8. That he has also visited a number of stores that had previously a long record of successful sales of the genuine Golden Foods NAR® Pomegranate Juice, and that due to economic reasons, they have purchased the cheaper counterfeit Hyson NAR® Pomegranate Juice.
9. That his personal observations were confirmed by conversations with store managers and personnel, which is that there has been not one recall of any of the counterfeit Golden Foods NAR® Pomegranate Juice sold by Hyson from any store or other sales location that he has observed in the Chicago area.
10. That the economic damage caused to Golden Foods has been severe due to the presence of the lower quality, counterfeit Hyson counterfeit NAR® Pomegranate Juice in that Golden Foods spends hundreds of thousands of dollars in marketing and advertising of the Genuine NAR® Pomegranate Juice. That market for genuine NAR® Pomegranate Juice has been severely impacted, and for all practical purposes ended, due to the presence of the inferior counterfeit Hyson NAR® Pomegranate Juice in the market, costing Golden Foods huge sums in lost sales, lost business opportunity and lost market share.
11. That, based upon his observations and research of the counterfeit NAR® Pomegranate Juice sold under the Golden Foods label by Hyson, there has been no decrease in the number of Hyson counterfeit NAR® Pomegranate Juice on sale in the Chicago area, and that recently the label on the counterfeit Golden Foods NAR® Pomegranate Juice has changed, indicating to the undersigned that the counterfeit NAR® Pomegranate Juice is on sale in more locations than it was previously available from in 2009.

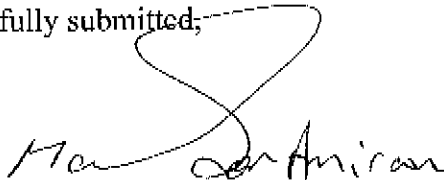
12. That the counterfeit NAR® Pomegranate Juice sold by Hyson has decimated the sales of the real, original and genuine Golden Foods NAR® Pomegranate Juice in the Chicago area, which has substantially affected the sales of Golden Foods products.
13. That based upon the undersigned's experience, the sale of genuine NAR® Pomegranate Juice, packaged, imported and sold by International Golden Foods has been seriously and adversely affected by the presence of the Hyson counterfeit NAR® Pomegranate Juice in the market.
14. That the undersigned is concerned about the safety issues surrounding the presence of counterfeit food products in the industry, most particularly the counterfeit NAR® Pomegranate Juice sold by Hyson, which juice appears to originate with Golden Foods.
15. That based upon all identifiers on the bottles indicating the counterfeit juice originates with Golden Foods, the undersigned is concerned and fearful for the liability matters connected with a counterfeit food product, namely NAR® Pomegranate Juice originating from Hyson, still being on the market, and that each and every day the counterfeit NAR® Pomegranate Juice remains in the marketplace only increases his fear for the safety of the public that purchase or consume the counterfeit NAR® Pomegranate Juice.
16. That the counterfeit product, namely the counterfeit Hyson NAR® Pomegranate Juice being in the market, with Golden Foods having no control over the source, contents, quality or storage conditions related thereto, have increased the personal stress level of the undersigned due to fear for the safety of members of the public that are exposed to this product in the marketplace, or that may consume the counterfeit NAR® Pomegranate Juice.
17. That the inferior quality of the NAR® Pomegranate Juice sold by Hyson has given any

who consume it the false impression that Golden Foods would sell a bad tasting, poor quality juice product, which also affects the impression of quality held by members of the public purchasing or eating any of the thousands of food products marketed, distributed and sold by Golden Foods. This has seriously and adversely affected the reputation of Golden Foods generally as to all products in its product line, not just the pomegranate juice product, NAR® Pomegranate Juice. In addition to safety concerns, the poor quality of the counterfeit Hyson NAR® Pomegranate Juice has affected many other products, including but not limited to: GOLDEN® vegetables, pickles, olives, dried beans, legumes, rices, dried fruits, figs; GOLDEN® dates, GOLDEN RICE™; GOLDEN® oils, GOLDEN® eggplant, chickpea and eggplant dips; CRISPA® dried noodles and pastas; GOLDEN DEGLET NOOR™ dates; GOLDEN® condiments; GOLDEN® pickled garlies; GOLDEN® cookies; GOLDEN® dates and processed dates; and many other

products.

Further Declarant Sayeth Not.

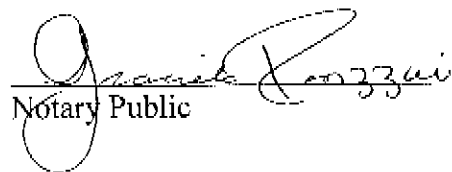
Respectfully submitted,



Mansour Amiran, President  
International Golden Foods, Inc.



Subscribed and Sworn before me, this 15<sup>th</sup> January, 2010

  
Notary Public

My commission expires: 10/27/2012

Prepared by:

Elizabeth Hunt Schoettly, Esq.  
Law Offices of Elizabeth H. Schoettly  
1355 West Estes Ave., Suite L3  
Chicago, IL 60626  
Phone: 773-761-4590  
Email: [jehschoettly@juno.com](mailto:jehschoettly@juno.com)  
IL ARDC No. 3126573

Executed this \_\_\_\_\_, 2009, in  
Bensenville, Illinois.

\_\_\_\_\_  
Mansour Amiran

C

$\Sigma x^h D$

DECLARATION OF RICARDO ROBLEDO

Ricardo Robledo, under penalty of perjury of the laws of the United States, states: That he is the Sales Manager for the Chicago area for International Golden Foods, Inc., an Illinois corporation, and that he has read, is familiar with, and has personal knowledge of the factual allegations, statements and contents of the following Declaration in Support of the Plaintiff's Motion for Default, Contempt and Sanctions, and that to the best of his knowledge, information and belief the allegations contained therein are true and correct.

In addition, the undersigned further declares that;

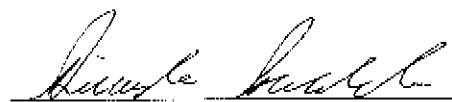
1. He has been sales manager for the Chicago Area for International Golden Foods for the prior ten months, and that in that position he is required to visit numerous stores, existing customers and to visit businesses for the purpose of developing sales of the hundreds of food products sold by or represented by International Golden Foods.
2. That in about October, 2009, he noticed that a number of stores were selling NAR® Pomegranate Juice under the Golden Foods trademark for NAR®.
3. That the stores that had the NAR® juice on display were not stores that had ordered the NAR® pomegranate juice from Golden Foods.
4. That upon investigation, he learned from a number of store owners that the NAR® Pomegranate Juice had on display, numerous cartons of this juice, none of which was packaged or bottled with the proper Golden Foods labels, packaging or containers.
5. That upon speaking with numerous store owners, he learned that the persons/entity selling this counterfeit NAR® Pomegranate Juice had informed him that the juice was far less expensive than the juice sold by Golden Foods.
6. That the store owners informed the undersigned that Hyson represented that they had the full trademark rights in order to sell the NAR® Pomegranate Juice and that the product,

while less expensive, was completely and legally theirs to sell, with Golden Foods full agreement.

7. That based upon observation, stores that had displays of the counterfeit Golden Foods NAR® Pomegranate Juice in October and November, 2009 continued to have those same displays, including replacement of any previously sold stock, even into late December and as late as January 11, 12, 13, 2010.
8. That he purchased these counterfeit NAR® Pomegranate Juice bottles from the stores and those receipts are attached to this Declaration.
9. That he noticed that some of the stores that did not have any counterfeit NAR® Pomegranate Juice in 2009, had the counterfeit NAR® Pomegranate Juice in January, 2010, namely the Village Marketplace, among others.
10. That his personal observations were confirmed by conversations with store managers and personnel, which is that there has been not one recall of any of the counterfeit Golden Foods NAR® Pomegranate Juice sold by Hyson from any store or other sales location that he has observed in the Chicago area.
11. That, based upon his observations and research of the counterfeit NAR® Pomegranate Juice sold under the Golden Foods label by Hyson, there has been no decrease in the number of items on sale, and that recently the label on the counterfeit Golden Foods NAR® Pomegranate Juice has changed, indicating to the undersigned that the counterfeit NAR® Pomegranate Juice is on sale in more locations than it was previously available from in 2009.
12. That the counterfeit NAR® Pomegranate Juice sold by Hyson has decimated the sales of the real, original and genuine Golden Foods NAR® Pomegranate Juice in the Chicago area, which has substantially affected the sales of Golden Foods products.



13. That upon consultation with, and at the direction of, Golden Foods President, Mansour Amiran, he has additionally visited stores that are, and are not presently customers of Golden Foods to discuss and offer Golden Foods original NAR® Pomegranate Juice to them and has been told that these store owners, that the quality of the NAR® Pomegranate Juice in the red label jars (the counterfeit NAR® Pomegranate Juice), is not of the same quality as Golden Foods NAR® Pomegranate Juice. These stores have received complaints regarding these bottles of inferior juice, which are the counterfeit NAR® Pomegranate Juice, and only about the counterfeit NAR® Pomegranate Juice, never regarding the genuine Golden Foods NAR® Pomegranate Juice.
14. That based upon the undersigned's experience, the sale of genuine NAR® Pomegranate Juice, packaged, imported and sold by International Golden Foods has been seriously and adversely affected by the presence of the Hyson counterfeit NAR® Pomegranate Juice in the market.
15. That the undersigned is concerned about the safety issues surrounding the presence of counterfeit food products in the industry, most particularly the counterfeit NAR® Pomegranate Juice sold by Hyson, which juice appears to originate with Golden Foods, the employer of the undersigned.
16. That the presence of the counterfeit NAR® Pomegranate Juice sold by Hyson has



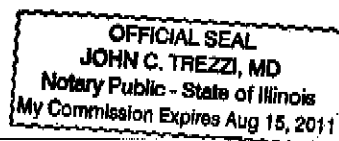
Ricardo Robledo  
Sales Manager, Chicago Area  
International Golden Foods, Inc.

Subscribed and Sworn before me, this 7<sup>th</sup> January, 2010



Notary Public

My commission expires: Aug 15/2011



Prepared by:

Elizabeth Hunt Schoettly, Esq.  
Law Offices of Elizabeth H. Schoettly  
1355 West Estes Ave., Suite 1.3  
Chicago, IL 60626  
Phone: 773-761-4590  
Email: [jehschoettly@juno.com](mailto:jehschoettly@juno.com)  
IL ARDC No. 3126573

$\Sigma_{xh} E$

Search the Web:

Search

My June | My Account

Home

Mail

Address Book

Elizabeth Schoettly (elschoettly@juno.com) | Switch User  
Your Weather | Return to Classic Email | Sign Out

Search: "wjs" 10 Messages, 8 Unread

Options | Help | Feedback

Check Mail

Compose New

10 message(s) were found matching 'wjs'. Advanced Search

Close

wjs Search

Select: All | None

<input type="checkbox"/>	From	Subject	In Folder	Date / Time	Size
<input type="checkbox"/>	William Sneckenberg	RE: IGF v Hyson USA Agreed Order IGF v HYSON		11/30/09 12:42 PM	3K
<input type="checkbox"/>	Elizabeth Schoettly	IGF v Hyson USA Agreed Order (2 Sent		11/25/09 10:26 AM	89K
<input type="checkbox"/>	Elizabeth Schoettly	Agreed Order IGF v Hyson USA Sent		11/25/09 10:13 AM	46K
<input type="checkbox"/>	Elizabeth Schoettly	Re: Agreed Order for IGF v Hyson Sent		11/24/09 07:41 PM	14K
<input type="checkbox"/>	Elizabeth Schoettly	RE: Agreed Order for IGF v Hyson Sent		11/24/09 06:12 PM	9K
<input type="checkbox"/>	William Sneckenberg	RE: Agreed Order for IGF v Hyson IGF v HYSON		11/24/09 04:06 PM	4K
<input type="checkbox"/>	Elizabeth Schoettly	Agreed Order for IGF v Hyson Sent		11/24/09 01:26 PM	111K
<input type="checkbox"/>	Elizabeth Schoettly	Re: International Golden Foods v Sent		11/24/09 08:59 AM	6K
<input type="checkbox"/>	Elizabeth Schoettly	International Golden Foods v Hyson Sent		11/24/09 07:59 AM	3K
<input type="checkbox"/>	Elizabeth Schoettly	NAR Sent		11/23/09 01:34 PM	43K
<input type="checkbox"/>	Elizabeth Schoettly	Re: General Mills IP Holdings II, L Sent		11/19/09 03:47 PM	8K
<input type="checkbox"/>	Elizabeth Schoettly	RE: General Mills IP Holdings II, L Sent		11/18/09 03:38 PM	17K
<input type="checkbox"/>	Holly Newman	FW: General Mills IP Holdings II, L Inbox		11/19/09 03:25 PM	27K
<input type="checkbox"/>	Kenny Timothy M.	RE: General Mills IP Holdings II, L General Mills v		11/19/09 03:18 PM	11K
<input type="checkbox"/>	Kelle_Haegenson@mnd.uscour	General Mills IP Holdings II, LLC v. General Mills v		11/19/09 03:12 PM	4K
<input type="checkbox"/>	Marie E. Nygaard	General Mills v Soyvigil, et al - voir General Mills v		11/19/09 02:49 PM	36K
<input type="checkbox"/>	Marie E. Nygaard	RE: General Mills v Soyvigil, et al - General Mills v		11/19/09 01:58 PM	11K
<input type="checkbox"/>	Elizabeth Schoettly	Re: General Mills v Soyvigil, et al Sent		11/18/09 01:48 PM	25K
<input type="checkbox"/>	Elizabeth Schoettly	RE: General Mills v Soyvigil et al Sent		11/18/09 01:32 PM	13K
<input type="checkbox"/>	Marie E. Nygaard	General Mills v Soyvigil, et al - 6th General Mills v		11/18/09 01:16 PM	1682K
<input type="checkbox"/>	Ross Brandon M.	Re: General Mills v Soyvigil et al - General Mills v		11/19/09 10:30 AM	7K
<input type="checkbox"/>	Bechtel Stephanie	General Mills IP Holdings v Soyvigil General Mills v		11/18/09 05:01 PM	2501K
<input type="checkbox"/>	Bechtel Stephanie	General Mills IP Holdings v Soyvigil General Mills v		11/18/09 04:34 PM	1790K
<input type="checkbox"/>	act.notice@mnd.uscourts.gov	Activity in Case 0:19-cv-01010-DW General Mills v		11/18/09 03:55 PM	5K
<input type="checkbox"/>	Elizabeth Schoettly	RE: General Mills v Soyvigil et al Sent		11/18/09 05:16 AM	19K
<input type="checkbox"/>	Elizabeth Schoettly	RE: Soyvigil, a little fun along the w Sent		11/17/09 08:31 PM	26K
<input type="checkbox"/>	Elizabeth Schoettly	Re: General Mills v Soyvigil (defe Sent		11/17/09 06:10 PM	188K
<input type="checkbox"/>	Jackie Polk	Re: General Mills v Soyvigil (defend General Mills v		11/17/09 03:11 PM	3K
<input type="checkbox"/>	Elizabeth Schoettly	General Mills v Soyvigil (defender Sent		11/17/09 12:04 PM	296K
<input type="checkbox"/>	Elizabeth Schoettly	RE: Fw: General Mills v Soyvigil, Sent		11/17/09 08:49 AM	26K

Select: All | None

Delete Mark as... Move to... Page: 1 of 1 Show: 100

The New 2010  
Nissan Altima  
Sedan\$189  
/MONTH LEASE  
FOR 36 MONTHS\*

24 months/36,000 miles  
\$1,000 down  
\$1,000 purchase option  
\$1,000 trade-in allowance

Get the best lease and drive away with  
only \$1,000 down. No money out at the end of  
the lease. 25¢ per mile over 15,000 miles.  
See dealer for details. \*MSRP. Excludes tax, title,  
and license fees. All models. ©2009 Nissan North America, Inc.

Click for Offer Details

LOOK  
CLOSER Nissan  
Delivers

*Handwritten notes:*

~~These are all~~  
messages from  
Sneckenberg  
his firm.  
This is all. By  
Hansen's demand  
not any more  
added to track  
empties.

*Handwritten signature:*  
Elizabeth Schoettly

1/11/2010 10:03



http://webmail.bjuno.com/webmail/new/5?userinfo=b020c29a6d9209..

Received Time Jan. 11. 2010 10:11AM No. 0990

Received Time Jan. 11. 2010 10:11AM No. 0990

<http://webmailb.juno.com/webmail/new/5?userinfo=b020c29a6d920b..>

http://webmailb.juno.com/webmail/new/5?userinfo=b020c29a6d920b

Received Time Jan. 11. 2010 10:11AM No. 0990



[My Juno](#) | [My Account](#) | [Give Juno](#) | [Our Services](#) | [Advertisers](#) | [Privacy Statement](#) | [Terms of Service](#) | [Help](#)

[United Online](#) | [FTD](#) | [Classmates.com](#) | [MyPoints](#) | [MySite](#) | [Juno](#) | [NetZero](#) | [FreeInternet.com](#)

© 2000 - 2010 Juno, Inc. Juno is a registered trademark, and the Juno logo is a trademark of Juno, Inc.



Search the Web: Search My Juno | My Account

Home Mail Address Book

Elizabeth Schoettly (ehschoettly@juno.com) | Switch User  
Your Weather | Return to Classic Email | Sign Out

Search: "trial" 15 Messages, 9 Unread

Options | Help | Feedback

Check Mail

Compose New

Delete Mark as... Move to... Page: 1 of 1 Show 100  
15 message(s) were found matching "trial". Advanced Search Close

trial Search

- Inbox (599+)
- Draft
- Sent (720)
- Trash Empty
- Junk Mail (71) Empty
- My Folders Add
- Amazon (10)
- Aydin ...
- CHERR (67)
- Connie... (20)
- EFT (11)
- Embl so... (7)
- EmblLib... (8)
- FBI IC... (13)
- FabMar... (10)
- Freela... (59)
- Geni M... (226)
- Golden... (79)
- IGF v ...
- Ingerm... (25)
- Jan (2)
- Medica... (1)
- Naal K... (3)
- New Fo...
- Numero... (13)
- PASSWO... (3)
- Pattet...
- Road L... (142)
- Schoet...
- Sprewe... (8)
- Stitch... (42)
- TICKLE (4)
- Tech W...
- Techni...
- Toni (34)
- WP Cor...
- Wreat (12)
- Wreat ... (38)
- bagpip... (5)
- bellet... (4)
- design...
- ebay (385)
- ehspar... (399)
- jokes (1)
- music
- needAt... (7)
- politi... (57)
- produc... (16)
- survey... (13)

Select: All | None

<input type="checkbox"/>	From	Subject	In Folder	Date / Time	Size
<input type="checkbox"/>	Emile Kaplan	Int'l Golden Foods v. Hyson	IGF v HYSON	12/07/09 09:59 AM	8K
<input type="checkbox"/>	William Sneckenberg	RE: IGF v Hyson USA Agreed Order	IGF v HYSON	11/30/09 12:42 PM	3K
<input type="checkbox"/>	Elizabeth Schoettly	IGF v Hyson USA Agreed Order (2 Sent		11/28/09 10:28 AM	88K
<input type="checkbox"/>	Elizabeth Schoettly	Agreed Order IGF v Hyson USA Sent		11/26/09 10:13 AM	46K
<input type="checkbox"/>	Elizabeth Schoettly	Re: Agreed Order for IGF v Hyson Sent		11/24/09 07:41 PM	14K
<input type="checkbox"/>	Elizabeth Schoettly	RE: Agreed Order for IGF v Hyso Sent		11/24/09 08:12 PM	8K
<input type="checkbox"/>	William Sneckenberg	RE: Agreed Order for IGF v Hyson IGF v HYSON		11/24/09 04:06 PM	4K
<input type="checkbox"/>	Elizabeth Schoettly	Agreed Order for IGF v Hyson Sent		11/24/09 01:29 PM	111K
<input type="checkbox"/>	Elizabeth Schoettly	Re: International Golden Foods v Sent		11/24/09 00:58 AM	6K
<input type="checkbox"/>	Elizabeth Schoettly	International Golden Foods v Hys Sent		11/24/09 07:59 AM	3K
<input type="checkbox"/>	Elizabeth Schoettly	NAR	Sent	11/23/09 01:34 PM	43K
<input type="checkbox"/>	scf-police@inn.uscourts.gov	Activity In Case 0:09-cv-01010-DW Gent Mills v		03/23/09 03:29 PM	5K
<input type="checkbox"/>	Norton	Your Norton AntiVirus trial has expir	PASSWORDS	09/05/09 01:23 PM	41K
<input type="checkbox"/>	Amazon Prime	Amazon Prime Free Trial Membership	ehspersonal	06/03/08 02:04 PM	5K
<input type="checkbox"/>	ehschoettly@juno.com	trial software for Windows XP	Sent	01/17/07 07:46 AM	5K

Select: All | None

Delete Mark as... Move to... Page: 1 of 1 Show 100



**SAVE BIG!**

**SAVE UP TO \$3.70**

**FROZEN DINNERS**

**Get Coupon ▶**

**SAVE UP TO \$3.15**

**GRANOLA BARS**

**Get Coupon ▶**

**SAVE UP TO \$2.95**

**DINNER ROLLS**

**Get Coupon ▶**

**GET MORE COUPONS ▶**

**COUPONS**

Search the Web:

Search

My Junk | My Account

Elizabeth Schoettly (elschoettly@juno.com) | Switch User  
Your Weather | Return to Classic Email | Sign Out

Home

Mail

Address Book

Search: "sneckenberg" 2 Messages, 0 Unread

Options | Help | Feedback

Check Mail

Compose New

Delete	Mark as...	Move to...	Page: 1 of 1	Show 100
--------	------------	------------	--------------	----------

2 message(s) were found matching "sneckenberg". Advanced Search

Close

sneckenberg Search

Select: All | None

Inbox (999+)

Draft

Sent (720)

Trash

Empty

Junk Mail (71)

Empty

My Folders

Add

Amazon (10)

Aydn ...

CHBRR (67)

Connie... (20)

EFT (11)

Emblib... (6)

Emblib... (6)

FBIIC... (13)

FabMar... (10)

Freela... (59)

Geni M... (226)

Golden... (79)

IGF v ...

Ingem... (26)

Jan (2)

Medica... (1)

Neal K... (3)

New Fo...

Numero... (13)

PASSWO... (3)

Patter...

Road L... (142)

School...

Spraw... (8)

Stitch... (42)

TICKLE (4)

Tech W...

Techn...

Toni (34)

WP Cor...

Wrest (12)

Wrest... (36)

haggip... (5)

belief... (4)

design...

ebay (386)

ehaper... (399)

jokes (1)

music

needAL... (7)

polid... (57)

produc... (16)

survey... (13)

<input type="checkbox"/>	From	Subject	In Folder	Date / Time	Size
<input type="checkbox"/>	William Sneckenberg	RE: Igf v Hyson USA Agreed Order	IGF v HYSON	11/30/09 12:42 PM	3K
<input type="checkbox"/>	William Sneckenberg	RE: Agreed Order for IGF v Hyson	IGF v HYSON	11/24/09 04:00 PM	4K

Select: All | None

Delete	Mark as...	Move to...	Page: 1 of 1	Show 100
--------	------------	------------	--------------	----------



Received Time Jan. 11. 2010 10:11AM No. 0990



---

[My Juno](#) | [My Account](#) | [Give Juno](#) | [Our Services](#) | [Advertisers](#) | [Privacy Statement](#) | [Terms of Service](#) | [Help](#)

[United Online](#)   [FTD](#)   |   [Classmates.com](#)   |   [MyPoints](#)   |   [MySilla](#)   |   [Juno](#)   |   [NetZero](#)   |   [FreeInternet.com](#)

© 2000 - 2010 Juno, Inc. Juno is a registered trademark, and the Juno logo is a trademark of Juno, Inc.

Received Time Jan. 11. 2010 10:11AM No. 0990

Search the Web: Search My Junk My Account

Home Mail Address Book

Elizabeth Schoettly (elschoettly@juno.com) | Switch User  
Your Weather | Return to Classic Email | Sign Out

Search: "ecf" 71 Messages 24 Unread

Options Help Feedback

Check Mail  
Compose New

Delete Mark as... Move to... Page 1 of 1 Show 100  
71 message(s) were found matching "ecf". Advanced Search Gloss

ecf Search

- Inbox (998+)
- Draft
- Sent (720)
- Trash Empty
- Junk Mail (71) Empty
- My Folders Add
- Amazon (10)
- Aydin ...
- CHERR (87)
- Connie... (20)
- EFT (11)
- Embl... (7)
- EmblLib... (6)
- FBI IC... (13)
- FabMar... (10)
- Freela... (59)
- Genl M... (226)
- Goldan... (79)
- IGF v ...
- Ingerm... (25)
- Jan (2)
- Medica... (1)
- Neal K... (3)
- Now Fo...
- Numero... (13)
- PASSWO... (3)
- Patter...
- Read L... (142)
- School...
- Sprewa... (8)
- Stitch... (42)
- TICKLE (4)
- Tech W...
- Techni...
- Toni (34)
- WP Cor...
- Wrest (12)
- Wrest... (38)
- bagpip... (5)
- bellef... (4)
- design...
- ebay (385)
- ehsper... (359)
- jokes (1)
- music
- needAL... (7)
- polit... (67)
- produc... (15)
- survey... (13)

Select: All   None	From	Subject	In Folder	Date / Time	Size
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Inbox	12/29/09 02:52 PM	5K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Inbox	12/29/09 02:45 PM	5K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Inbox	12/29/09 02:30 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	U.S. District Court Holiday Closu	Inbox	12/23/09 01:18 PM	3K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Inbox	12/22/09 11:32 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Inbox	12/22/09 11:30 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Inbox	12/17/09 12:34 PM	8K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Inbox	12/17/09 12:31 PM	8K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Updated E-Filing Procedure Guides	Inbox	12/11/09 05:29 PM	3K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Inbox	12/10/09 11:50 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Inbox	12/10/09 11:48 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	12/02/09 02:01 PM	5K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	12/02/09 01:11 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Important Local Rule Changes Aft	Genl Mills v	11/30/09 08:01 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	11/23/09 03:08 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	11/20/09 08:27 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	11/18/09 03:55 PM	6K
<input type="checkbox"/>	Larry Appelton@jnd.uscourts.gov	Fw: ECF Login Information	PASSWORDS	11/18/09 03:29 PM	5K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Important Changes Affecting All F	Genl Mills v	11/16/09 08:38 PM	4K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	11/09/09 11:32 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	11/05/09 11:33 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	11/03/09 11:31 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	11/04/09 04:49 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	11/04/09 04:45 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	10/06/09 04:24 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	10/02/09 06:05 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	10/02/09 03:45 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/29/09 03:28 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/28/09 08:24 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Local Rule Amendments -- U.S. D	Genl Mills v	09/24/09 05:02 PM	2K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/24/09 01:49 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/23/09 04:00 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/22/09 03:57 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/21/09 04:38 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/18/09 03:22 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/17/09 09:59 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Important New Features in CM/EC	Genl Mills v	09/14/09 05:41 PM	4K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/11/09 05:37 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Important Security Issue for CM/EC	Genl Mills v	09/11/09 05:31 PM	4K
<input type="checkbox"/>	Mike_Chutich@mnd.uscourts.gov	Re: U.S. District Court - Minnesota	Genl Mills v	09/03/09 02:58 PM	13K
<input type="checkbox"/>	Elizabeth Schoettly	Re: U.S. District Court - Minnesota	Genl Mills v	09/03/09 01:51 PM	8K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/03/09 12:28 PM	6K
<input type="checkbox"/>	Elizabeth Schoettly	no attachment, only copy of entry	Genl Mills v	09/03/09 11:31 AM	4K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/02/09 08:18 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	09/02/09 04:40 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	08/21/09 02:58 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	08/21/09 01:54 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	08/20/09 05:30 PM	5K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	08/10/09 06:51 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	08/10/09 06:16 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	08/10/09 06:43 PM	11K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	08/10/09 06:27 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	08/10/09 06:26 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	08/07/09 10:10 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW	Genl Mills v	08/06/09 03:24 PM	6K

*These are all of the  
ECF events. When  
09/03/09 - 09/03/09*

8 Netlix  
Free Trial



<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	08/06/09 01:17 PM	8K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	08/06/09 11:43 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	08/03/09 03:45 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	08/03/09 03:42 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	08/03/09 03:41 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	08/03/09 03:39 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	08/03/09 03:37 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	07/31/09 12:03 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	07/31/09 11:59 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	07/28/09 03:09 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	07/24/09 01:58 PM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	07/24/09 11:44 AM	6K
<input type="checkbox"/>	ecf-notice@mnd.uscourts.gov	Activity in Case 0:09-cv-01010-DW Genl Mills v	07/23/09 10:08 AM	5K
<input type="checkbox"/>	Mike_Church@mnd.uscourts.gov	U.S. District Court - Minnesota - EC Genl Mills v	07/23/09 10:08 AM	220K
<input type="checkbox"/>	Generic ecfs Account	ECFS Reply ECFS - Email Filing Genl Mills v	07/10/07 03:29 AM	6K
<input type="checkbox"/>	Elizabeth Schaefer	ECFS - Email Filing Genl Mills v	07/10/07 03:28 AM	4K

Select: All | None

Delete	Mark as...	Move to...	Page 1 of 1	Show 100
--------	------------	------------	-------------	----------

My Juno | My Account | Give Juno | Our Services | Advertisers | Privacy Statement | Terms of Service | Help

United Online | FTD | Classmates.com | MyPoints | MySite | Juno | NetZero | FreeInternet.com

© 2000 - 2010 Juno, Inc. Juno is a registered trademark, and the Juno logo is a trademark of Juno, Inc.

Received Time Jan. 11. 2010 10:15AM No. 0992